

1 WIECHERT, MUNK & GOLDSTEIN, PC
 2 David Wiechert, CA Bar No. 94607
 3 4000 MacArthur Boulevard,
 4 Suite 600 East Tower
 5 Newport Beach, CA 92660
 6 Phone: (949) 361-2822
 7 Facsimile: (949) 361-5722
 8 Email: dwiechert@aol.com

9 COHEN & GRESSLER LLP
 10 Jason Brown (*pro hac vice*)
 11 Matthew V. Povolny (*pro hac vice*)
 12 Joanna Chan
 13 800 Third Avenue
 14 New York, New York 10022
 15 Phone: (212) 957-7600
 16 Facsimile: (212) 957-4514
 17 Email: jbrown@cohengresser.com
 18 Email: mpovolny@cohengresser.com
 19 Email: jchan@cohengresser.com

20 *Attorneys for Specially Appearing*
 21 *Defendant Feras Antoon*

22 **UNITED STATES DISTRICT COURT**
 23 **CENTRAL DISTRICT OF CALIFORNIA**

24 K.A.,

25 v. Plaintiff,

26 MINDGEEK S.A.R.L. a foreign entity;
 27 MG FREESITES, LTD., a foreign entity; MINDGEEK USA INCORPORATED, a
 28 Delaware corporation; MG PREMIUM LTD, a foreign entity; MG GLOBAL ENTERTAINMENT INC., a Delaware corporation; 9219-1568 QUEBEC, INC., foreign entity; BERND BERGMAIR, a foreign individual; FERAS ANTOON, a foreign individual; DAVID TASSILLO, a foreign individual; VISA INC., a Delaware corporation; REDWOOD CAPITAL MANAGEMENT, LLC, a Delaware limited liability company; REDWOOD DOE FUNDS 1-7; COLBECK CAPITAL MANAGEMENT, LLC, a Delaware limited liability company; COLBECK DOE FUNDS 1-3,

29 Defendants.

30 Case No. 2:24-cv-04786-WLH-ADS

31 **DECLARATION OF FERAS ANTOON IN SUPPORT OF**
 32 **SPECIALLY APPEARING DEFENDANTS FERAS**
 33 **ANTOON AND DAVID TASSILLO'S OMNIBUS**
 34 **MOTION TO DISMISS THE COMPLAINTS**

N.L., ID #:536

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 DOE FUNDS 1-7; COLBECK CAPITAL
16 MANAGEMENT, LLC, a Delaware
17 limited liability company; COLBECK
18 DOE FUNDS 1-3,

Case No. 2:24-cv-04788-WLH-
ADS

Defendants.

L.T.,

Plaintiff,

v.

14 MINDGEEK S.A.R.L. a foreign entity;
15 MG FREESITES, LTD., a foreign entity;
16 MINDGEEK USA INCORPORATED, a
17 Delaware corporation; MG PREMIUM
18 LTD, a foreign entity; MG GLOBAL
19 ENTERTAINMENT INC., a Delaware
20 corporation; 9219-1568 QUEBEC, INC.,
21 foreign entity; BERND BERGMAIR, a
22 foreign individual; FERAS ANTOON, a
23 foreign individual; DAVID TASSILLO, a
24 foreign individual; VISA INC., a Delaware
25 corporation; REDWOOD CAPITAL
26 MANAGEMENT, LLC, a Delaware
27 limited liability company; REDWOOD
28 DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Case No. 2:24-cv-04791-WLH-
ADS

Defendants.

T.C.,

ID #:537

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 DOE FUNDS 1-7; COLBECK CAPITAL
16 MANAGEMENT, LLC, a Delaware
17 limited liability company; COLBECK
18 DOE FUNDS 1-3,

Case No. 2:24-cv-04795-WLH-
ADS

Defendants.

X.N.,

Plaintiff,

v.

14 MINDGEEK S.A.R.L. a foreign entity;
15 MG FREESITES, LTD., a foreign entity;
16 MINDGEEK USA INCORPORATED, a
17 Delaware corporation; MG PREMIUM
18 LTD, a foreign entity; MG GLOBAL
19 ENTERTAINMENT INC., a Delaware
20 corporation; 9219-1568 QUEBEC, INC.,
21 foreign entity; BERND BERGMAIR, a
22 foreign individual; FERAS ANTOON, a
23 foreign individual; DAVID TASSILLO, a
24 foreign individual; VISA INC., a Delaware
25 corporation; REDWOOD CAPITAL
26 MANAGEMENT, LLC, a Delaware
27 limited liability company; REDWOOD
28 DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Case No. 2:24-cv-04800-WLH-
ADS

Defendants.

N.Y., ID #:538

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 DOE FUNDS 1-7; COLBECK CAPITAL
16 MANAGEMENT, LLC, a Delaware
17 limited liability company; COLBECK
18 DOE FUNDS 1-3,

Case No. 2:24-cv-4801-WLH-
ADS

Defendants.

11 J.C.,

12 Plaintiff,

13 v.

14 MINDGEEK S.A.R.L. a foreign entity;
15 MG FREESITES, LTD., a foreign entity;
16 MINDGEEK USA INCORPORATED, a
17 Delaware corporation; MG PREMIUM
18 LTD, a foreign entity; MG GLOBAL
19 ENTERTAINMENT INC., a Delaware
20 corporation; 9219-1568 QUEBEC, INC.,
21 foreign entity; BERND BERGMAIR, a
22 foreign individual; FERAS ANTOON, a
23 foreign individual; DAVID TASSILLO, a
24 foreign individual; VISA INC., a Delaware
25 corporation; REDWOOD CAPITAL
26 MANAGEMENT, LLC, a Delaware
27 limited liability company; REDWOOD
28 DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Case No. 2:24-cv-04971-WLH-
ADS

Defendants.

W.L.,

ID #:539

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 DOE FUNDS 1-7; COLBECK CAPITAL
16 MANAGEMENT, LLC, a Delaware
17 limited liability company; COLBECK
18 DOE FUNDS 1-3,

Case No. 2:24-cv-04977-WLH-
ADS

Defendants.

C.S.,

Plaintiff,

v.

14 MINDGEEK S.A.R.L. a foreign entity;
15 MG FREESITES, LTD., a foreign entity;
16 MINDGEEK USA INCORPORATED, a
17 Delaware corporation; MG PREMIUM
18 LTD, a foreign entity; MG GLOBAL
19 ENTERTAINMENT INC., a Delaware
20 corporation; 9219-1568 QUEBEC, INC.,
21 foreign entity; BERND BERGMAIR, a
22 foreign individual; FERAS ANTOON, a
23 foreign individual; DAVID TASSILLO, a
24 foreign individual; VISA INC., a Delaware
25 corporation; REDWOOD CAPITAL
26 MANAGEMENT, LLC, a Delaware
27 limited liability company; REDWOOD
28 DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Case No. 2:24-cv-04992-WLH-
ADS

Defendants.

S.O.,

ID #:540

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 DOE FUNDS 1-7; COLBECK CAPITAL
16 MANAGEMENT, LLC, a Delaware
17 limited liability company; COLBECK
18 DOE FUNDS 1-3,

Case No. 2:24-cv-04998-WLH-
ADS

Defendants.

L.S.,

Plaintiff,

v.

14 MINDGEEK S.A.R.L. a foreign entity;
15 MG FREESITES, LTD., a foreign entity;
16 MINDGEEK USA INCORPORATED, a
17 Delaware corporation; MG PREMIUM
18 LTD, a foreign entity; MG GLOBAL
19 ENTERTAINMENT INC., a Delaware
20 corporation; 9219-1568 QUEBEC, INC.,
21 foreign entity; BERND BERGMAIR, a
22 foreign individual; FERAS ANTOON, a
23 foreign individual; DAVID TASSILLO, a
24 foreign individual; VISA INC., a Delaware
25 corporation; REDWOOD CAPITAL
26 MANAGEMENT, LLC, a Delaware
27 limited liability company; REDWOOD
28 DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Case No. 2:24-cv-05026-WLH-
ADS

Defendants.

W.P.,

ID #:541

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 DOE FUNDS 1-7; COLBECK CAPITAL
16 MANAGEMENT, LLC, a Delaware
17 limited liability company; COLBECK
18 DOE FUNDS 1-3,

Case No. 2:24-cv-05185-WLH-
ADS

Defendants.

A.K.,

Plaintiff,

v.

14 MINDGEEK S.A.R.L. a foreign entity;
15 MG FREESITES, LTD., a foreign entity;
16 MINDGEEK USA INCORPORATED, a
17 Delaware corporation; MG PREMIUM
18 LTD, a foreign entity; MG GLOBAL
19 ENTERTAINMENT INC., a Delaware
20 corporation; 9219-1568 QUEBEC, INC.,
21 foreign entity; BERND BERGMAIR, a
22 foreign individual; FERAS ANTOON, a
23 foreign individual; DAVID TASSILLO, a
24 foreign individual; VISA INC., a Delaware
25 corporation; REDWOOD CAPITAL
26 MANAGEMENT, LLC, a Delaware
27 limited liability company; REDWOOD
28 DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Case No. 2:24-cv-05190-WLH-
ADS

Defendants.

1 J.L.,

2 ID #:542

3 Plaintiff,

4 v.

5 MINDGEEK S.A.R.L. a foreign entity;
6 MG FREESITES, LTD., a foreign entity;
7 MINDGEEK USA INCORPORATED, a
8 Delaware corporation; MG PREMIUM
9 LTD, a foreign entity; MG GLOBAL
10 ENTERTAINMENT INC., a Delaware
11 corporation; 9219-1568 QUEBEC, INC.,
12 foreign entity; BERND BERGMAIR, a
13 foreign individual; FERAS ANTOON, a
14 foreign individual; DAVID TASSILLO, a
15 foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
MASTER FUND, LTD, a foreign
entity; MANUEL 2018, LLC, a
Delaware limited liability company;
GINOGERUM, LLC, a Delaware
limited liability company; WHITE
HATHAWAY OPPORTUNITY, LLC,
a Delaware limited liability company; CB
MEDIA VENTURES LLC, a Delaware
limited liability company; CB AGENCY
SERVICES, LLC, a Delaware limited
liability company; and CB
PARTICIPATIONS SPV, LLC, a
Delaware limited liability company,

16
17 Defendants.18
19 Case No. 2:24-cv-07046-WLH-
20 ADS
21
22
23
24
25
26
27
28

1

2 I, Feras Antoon, hereby state to the best of my knowledge and belief:

3 1. I submit this declaration in (i) support of my and David Tassillo's
4 joint Omnibus Motion to Dismiss the Complaints filed in each of the above-
5 referenced actions (collectively, the "Complaints") pursuant to Federal Rules of
6 Civil Procedure 12(b)(2), 12(b)(6) and 9(b); and (ii) response to allegations in the
7 Complaints that I am an alter ego of various MindGeek entities, including 9219-
8 1568 Québec Inc. ("9219 Inc.") and MG Freesites, Ltd. ("MG Freesites").

9 2. The purpose of this declaration is to address allegations in the
10 Complaints regarding personal jurisdiction and my supposed alter ego of various
11 MindGeek entities, including, but not limited to MindGeek S.a.r.l.; MG Freesites,
12 Ltd.; MindGeek USA; MG Premium Ltd.; MG Global Entertainment, Inc.; and
13 9219 Inc. (collectively, the "MindGeek Entity Defendants").

14 3. This declaration does not respond to all other allegations in the
15 Complaints that either directly or indirectly involve me. The absence of such a
16 response in this declaration should not be interpreted to mean I agree with those
17 allegations nor that the allegations are true.

18 **A. Personal Background**

19 4. I am a citizen and resident of Canada.
20 5. I have been continuously residing in Canada since 2008.
21 6. I maintain a driver's license in Canada.
22 7. I own real property in Canada.
23 8. I am registered to vote in Canada.
24 9. I receive my mail in Canada.
25 10. I intend to remain and maintain my residence in Canada.
26 11. I have not resided in the United States.

27

28

1 **B. Employment History**

2 12. During the period relevant to Plaintiffs' Complaints, the terms of my
3 employment were governed by an employment agreement with 9219 Inc., a
4 corporation established under the laws of the Province of Québec.

5 13. Between June 2008 and June 2022, I was employed by 9219 Inc. as its
6 Chief Executive Officer and worked in its principal office located at 7777
7 Boulevard Décarie, Suite 600, Montréal, Québec, Canada.

8 14. In connection with my employment, I provided managerial services to
9 9219 Inc., which in turn provided various services to a number of MindGeek-
10 affiliated entities, including MG Freesites, pursuant to services agreements
11 between 9219 Inc. and other MindGeek-affiliated entities.

12 15. On or about March 22, 2018, I entered into a Further Amended and
13 Restated Executive Employment Agreement (the "Employment Agreement") with
14 9219 Inc.

15 16. As the Chief Executive Officer, I reported to 9219 Inc.'s Board of
16 Directors (the "9219 Inc. Board").

17 17. Pursuant to the terms of the Employment Agreement, I received a
18 base salary and was eligible for an annual bonus authorized by the 9219 Inc.
19 Board, paid vacation, a monthly car allowance, and participation in a benefits plan.

20 18. In connection with this employment, I held one preferred share of
21 9219 Inc. Approximately 20 other individuals each likewise held one preferred
22 share of 9219 Inc. The 9219 Inc. Board, in its sole discretion, declared and paid
23 dividends in respect of such shares, which were bound by the limitations set by
24 MindGeek's lenders and by the shareholders' agreement.

25 19. In or about June 2022, I resigned from my position as Chief Executive
26 Officer of 9219 Inc. and signed a separation agreement with 9219 Inc.

1 **C. Economic Interest**

2 20. Since in or about 2013, in connection with my service as an employee
3 of 9219 Inc. and pursuant to the Shareholders' Agreement discussed below, I held
4 an approximate 21% beneficial economic interest in the MindGeek group of
5 entities.

6 21. MindGeek S.à.r.l. ("MindGeek Luxembourg"), a corporation
7 incorporated under the laws of the Grand Duchy of Luxembourg, with its
8 registered office at 46 Grand Rue, L-1660 Luxembourg, Grand Duchy of
9 Luxembourg, entered into a Shareholders' Agreement dated as of October 13, 2018
10 (the "Shareholders' Agreement"), among FDCO Holding, Inc. ("FDCO Holding")
11 (formerly known as MindGeek Holding Inc.), Share Investments S.A., Coginvest
12 S.A., Acaju Investments S.A., MindGeek RK S.à r.l., RK Holdings, LLC,
13 MindGeek RK S.à r.l., and RT Holding S.à r.l.

14 22. The Shareholders' Agreement was amended as of March 22, 2018.

15 23. FDCO Holding was a company organized under the laws of Canada.

16 24. Pursuant to the Shareholders' Agreement, FDCO Holding regularly
17 received financial statements prepared for and delivered by MindGeek
18 Luxembourg; independent auditor's reports from MindGeek Luxembourg's
19 auditor, Raymond Chabot Grant Thornton LLP; minutes from meetings of the
20 MindGeek Luxembourg shareholders; and written resolutions of the MindGeek
21 Luxembourg shareholders.

22 25. Prior to on or about March 2023, FDCO Holding held an approximate
23 31% economic interest under the Shareholders' Agreement, principally through
24 MindGeek Luxembourg.

25 26. 9288-1275 Québec, Inc. ("9288-1275 Québec"), a Québec company,
26 held approximately 32% of the shares of FDCO Holding.

1 27. 9288-1259 Québec, Inc. (“9288-1259 Québec”), a Québec company,
2 held approximately 68% of the shares of FDCO Holding.

3 28. Prior to on or about March 2023, I owned 100% of the preferred
4 shares and, indirectly as a beneficiary of the Antman Family Trust, approximately
5 95% of the common shares in 9288-1259 Québec.

6 29. Pursuant to the Shareholders’ Agreement and the amendment thereto,
7 MindGeek Luxembourg distributed dividend payments to shareholders, including
8 FDCO Holding, in amounts determined by the MindGeek Luxembourg Board of
9 Directors (the “MindGeek Luxembourg Board”) or by the general meeting of
10 shareholders, provided that the conditions for distributing dividends were satisfied
11 in conformance with limitations set by MindGeek’s lenders.

12 30. I was not a member of the MindGeek Luxembourg Board.

13 31. To the extent that dividends were distributed, those dividends were
14 paid by MindGeek Luxembourg to FDCO Holding and further distributed in
15 proportion to the holdings in FDCO Holding.

16 32. Between approximately 2013 to 2016, MindGeek Luxembourg did
17 not pay shareholder dividends.

18 33. Between approximately 2013 to 2016, I received the equivalent of
19 dividend payments in the form of a bonus pursuant to lender consent and a profit-
20 sharing mechanism that was in place at 9219 Inc. That profit-sharing mechanism
21 applied to many other individuals as well.

22 34. Those bonus payments were taxed at a greater percentage than the tax
23 levied on dividends distributed in or around 2017 via MindGeek Luxembourg.

24 35. FDCO Holding distributed MindGeek Luxembourg’s dividend
25 payments among 9288-1259 Québec and 9288-1275 Québec.

1 36. Prior to on or about March 2023, I had an approximate 21% beneficial
2 economic interest in MindGeek Luxembourg and received dividend distributions
3 through 9288-1259 Québec.

4 37. In or about March 2023, FDCO Holding sold its approximate 31%
5 interest in MindGeek Luxembourg to ECP One Ltd.

6 **D. Corporate Separation**

7 38. During the period relevant to Plaintiffs' Complaints, my personal and
8 financial affairs remained separate from the corporate and financial affairs of all
9 MindGeek entities.

10 39. I have not shared a bank account with 9219 Inc., MindGeek
11 Luxembourg, or any other MindGeek Entity Defendants

12 40. I did not have access or signatory authority for any bank account
13 owned by 9219 Inc., MindGeek Luxembourg, or any other MindGeek Entity
14 Defendants.

15 41. I have not been personally liable for the debts of 9219 Inc., MindGeek
16 Luxembourg, or any other MindGeek Entity Defendants.

17 42. I have not borrowed money from 9219 Inc., MindGeek Luxembourg,
18 or any other MindGeek Entity Defendants.

19 43. The directors and officers of 9219 Inc. and MindGeek Luxembourg
20 were not identical.

21 **E. Certain Investments**

22 44. At various times during my employment by 9219 Inc., I owned
23 investment properties. In connection with the management of certain of my
24 properties, some personnel of 9219 Inc. occasionally performed services for those
25 units.

26 45. On those occasions that personnel of 9219 Inc. did volunteer their
27 personal services, the provision of such services did not interfere with personnel's
28

1 work for 9219 Inc., to the best of my knowledge. No employee was reprimanded
2 for not getting their work done for 9219 Inc.

3

4

* * *

5 46. I declare under penalty of perjury under the laws of the United States
6 of America that the foregoing is true and correct.

7 Executed on: October 30, 2024

8

9



10 Feras Antoon

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28